

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: _____)
SEARS HOLDINGS CORPORATION, *et al.*,) Chapter 11
Debtors.) Case No. 18-23538 (RDD)
(Jointly
Administered))
_____)

**LIMITED OBJECTION AND RESERVATION OF RIGHTS OF
RETAILNEXT, INC. TO DEBTORS' PROPOSED
CURE AMOUNT**

1. RetailNext, Inc. ("RetailNext") hereby objects to the Debtors' cure amount for their contract with RetailNext, as set forth in the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* [Docket No. 1731] ("Assumption Notice").

2. In the Assumption Notice, the Debtor contends that the cure amount for the Debtors' contract with RetailNext is \$336,667. While Retail Next is still reconciling unpaid invoices and investigating the matter, RetailNext believes that the actual cure amount is approximately \$550,000. Accordingly, unless and until the proper cure amount is paid, Retail Next objects to the Debtors' proposed assumption of their contract with RetailNext pursuant to Bankruptcy Code section 365(1)(A).

Dated: January 26, 2019
Los Angeles, CA

Respectfully submitted,

DLA PIPER LLP (US)

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